

**SERIAL 05139 C      CONCRETE GRAVE DOMES (LINERS) (NIGP 13585)**

**DATE OF LAST REVISION: October 17, 2005      CONTRACT END DATE: November 30, 2008**

**CONTRACT PERIOD THROUGH NOVEMBER 30, 2008**

TO:              All Departments

FROM:           Department of Materials Management

SUBJECT:        Contract for **CONCRETE GRAVE DOMES (LINERS) (NIGP 13585)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **November 02, 2005**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

CH/ks  
Attach

Copy to:        Clerk of the Board  
                    Steve Varscsak, Facilities Management  
                    Kathy Sicard, Materials Management

(Please remove Serial 00169-X from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: **CONCRETE GRAVE DOMES (LINERS)**  
**[NIGP 13585]**

**1.0 INTENT:**

The intent of this Invitation to Bid is to establish a source for concrete grave liners. units of (1) one or more to be delivered to designated Maricopa County Cemeteries.

**2.0 TECHNICAL SPECIFICATIONS:**

**2.1 PRODUCT SPECIFICATIONS AND DIMENSIONS**

- 2.1.1 Grave domes shall be constructed of type III Portland cement and reinforced #3 rebar. Unit must be constructed to meet a requirement of 4,500 psi compressive strength, after a curing period of 28 days.
- 2.1.2 Concrete walls shall be 1.5" thickness with a 2.0" thickness base.
- 2.1.3 Units shall be constructed as a single piece with open bottom. Standard flat or dome type section is acceptable.
- 2.1.4 Respondents shall supply the following size liners:
  - 2.1.5 Standard Dome Liner: 87" l x 30" w x 25" h Outside Specs: 91" l x 35" w x 31" h
  - 2.1.6 Oversize Dome Liner: Inside Specs: 90" l x 32" w x 26" h Outside Specs: 95" l x 37" w x 31" h
  - 2.1.7 Extra Oversize Dome Liner: Inside Specs: 92" l x 36" w x 28" h Outside Specs: 97" l x 41" w x 31" h
  - 2.1.8 Undersize Dome Liners; Inside Specs: 58" l x 20" w x 18" h Outside Specs: 60" l x 22" w x 21" h

**2.2 DELIVERY:**

Delivery is required F.O.B. Destination, freight pre-paid within ten (10) days of receipt of Purchase Order, to any delivery location within Maricopa County as specified by the County. Contractor shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery.

**2.3 SHIPPING DOCUMENTS:**

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;
- (3) County purchase order number;
- (4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

**2.4 STOCK:**

The Contractor shall be expected to stock locally sufficient quantities as may be necessary to meet the County's needs.

2.5 WARRANTY:

The minimum warranty period shall be twelve (12) months for both parts and labor. Warranty repair and/or replacement will be performed at no additional charge to Maricopa County. All warranty periods shall begin upon acceptance by the Using Agency.

2.6 INVOICING

2.6.1 All invoicing shall include:

Purchase order number or P-card notation

Terms as bid

Contract serial number

Job site name and address

Description of liner provided and price

Grand total of invoice

Invoicing that does not have all the required information as listed above shall be returned for correction

Invoices shall be submitted to:

Facilities Management

401 W. Jefferson St.

Phoenix, AZ 85003

2.7 DAMAGE TO COUNTY PROPERTY

In the event damage occurs to Maricopa County property, or any adjacent property, Contractor shall replace or repair the same at no cost to the County. If damage caused by the contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from the monies due the Contractor.

**3.0 SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 ESCALATION:

Any request for reasonable price adjustments must be submitted thirty (30) days prior to the Contract Anniversary date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and must be within the Producer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

3.4 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

3.4.1 Compliance with specifications

3.4.2 Price

3.4.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.5 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

3.6 ORDERING AUTHORITY:

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid

3.7 INDEMNIFICATION AND INSURANCE:

3.7.1 INDEMNIFICATION.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.7.2 Abrogation of Arizona Revised Statutes Section 34-226.

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

3.7.3 Insurance Requirements.

**CONTRACTOR**, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

**CONTRACTOR'S** insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

**COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

- 3.7.3.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

- 3.7.3.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.
- 3.7.3.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

**CONTRACTOR** waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

3.7.4 Certificates of Insurance.

3.7.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

3.7.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.8 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY  
DEPARTMENT OF MATERIALS MANAGEMENT  
ATTN: CONTRACT ADMINISTRATION  
320 W. LINCOLN ST.  
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

CHARLES HINEGARDNER, PROCUREMENT CONSULTANT, 602-506-6476  
(chinegar@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

CHARLES HUNKER, PROCUREMENT OFFICER, 602-506-5143  
[Charles.hunker@fm.maricopa.gov](mailto:Charles.hunker@fm.maricopa.gov) <mailto:Charles.hunker@fm.maricopa.gov>

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.9 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.10 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

**Respondents are to provide two (2) copies of ATTACHMENT A, B and C. ATTACHMENT B must bear original signatures.** Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

3.11 CONTRACTOR REVIEW OF DOCUMENTS:

The following information shall be submitted as part of the Response. Failure to provide all the required submittals will cause the bid to be considered non-responsive:

3.11.1 Two copies of the following:

- 3.11.1.1 Attachment A - Pricing
- 3.11.1.2 Attachments B - Agreement Page (with original signatures)
- 3.11.1.3 Attachment C - References



**MICKELSON & RAY, INC., 2402 S 55<sup>TH</sup> AVE, PHOENIX, AZ 85043****PRICING SHEET C993003/B0603506/NIGP 13585**WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NOWILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ☐ YES ☒ NOINTERNET ORDERING CAPABILITY: ☐ YES ☒ NO ☐ % DISCOUNTOTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☐ YES ☒ NO**1.0 PRICING:**

	<u>PRODUCT</u>	<u>UNIT COST</u>
1.1	Standard size Liner (per sec. 2.1.5)	\$ 135.00
1.2	Oversize Liner (per sec. 2.1.6)	\$ 175.00
1.3	Extra Oversize Liner (per sec. 2.1.7)	\$ 195.00
1.4	Undersize Liner (per sec. 2.1.8)	\$ 130.00

Terms: 2% 30 Net 31

Vendor Number: W000003356 X

Telephone Number: 602-269-1812

Fax Number: 602-269-1864

Contact Person: Larry Kilburn

E-mail Address: [mrinc1@uswest.net](mailto:mrinc1@uswest.net)

Certificates of Insurance Required

Contract Period: To cover the period ending **November 30, 2008.**